1 2 3 4 5 6 IN THE UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON TACOMA 7 8 CASE: 9 DAVID BARTON THACKER, an unmarried man, **INDEX OF EXHIBITS** 10 Plaintiff, 11 VS. 12 THE BANK OF NEW YORK MELLON, f/k/a THE BANK OF NEW YORK AS TRUSTEE 13 FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN 14 TRUST 2007-24, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-15 24, a national association, and BAYVIEW LOAN SERVICING, LLC., 16 17 Defendants. 18 Exhibit A, Legal Description 19 Exhibit B, Quit Claim Deed 20 Exhibit C, Notice of Intent to Accelerate 21 Exhibit D, Attachment to Proof of Claim 22 Exhibit E, Order of Discharge 23 Exhibit F, Notices of Trustee's Sale 24 INDEX OF EXHIBITS BARRAZA LAW PLLC

BARRAZA LAW PLLC 14245-F AMBAUM BLVD SW SEATTLE WA 98166 Tel. 206-933-7861/Fax206-933-7863

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Exhibit G, 2018 Notice of Trustee's Sale
Exhibit H, Statements and Debt Collection Correspondence

Exhibit H, Statements and Debt Collection Correspondence

INDEX OF EXHIBITS

# Exhibit A Legal Description

### **EXHIBIT "A"**

### PARCEL A:

A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER SECTION CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON; RUNNING THENCE SOUTH 0°55'30" WEST FOLLOWING THE EAST LINE OF SAID SECTION, 1,122.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°49' WEST 130 FEET; THENCE SOUTH 0°55'30" WEST 130 FEET; THENCE SOUTH 89°49' EAST 130 FEET; THENCE NORTH 0°55'30" EAST 130 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 30 FEET CONVEYED TO PIERCE COUNTY FOR 102ND AVENUE EAST (MERIDIAN COURT NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 2639863.

### PARCEL B:

A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON; RUNNING THENCE SOUTH 00°55'30" WEST FOLLOWING THE EAST LINE OF SAID SECTION, 1,122,75 FEET; THENCE NORTH 89°49' WEST 130.00 FEET; THENCE SOUTH 0°55'30" WEST 16.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°55'30" WEST 114.00 FEET; THENCE NORTH 89°49' WEST 11.00 FEET;

THENCE NORTH 4°05'41" WEST 100.27 FEET;

THENCE NORTH 55°08'06" EAST 24.375 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF EDGEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

### Exhibit B Quit Claim Deed



After Recording Mail To:

David Thacker 4312 102<sup>nd</sup> Ave. E. Edgewood, WA 98371

QUIT CLAIM DEED

Tax Parcel No. 0420164109 Grantors: Melody Thacker Grantees: David Thacker

THE GRANTORS, Melody Thacker and David Thacker, a married couple, for and in consideration of the decree od dissolution entered in Lincoln County No. 17-3-00984-3, conveys and quit claims to David Thacker, an unmarried man, the following described real estate, situated in the county of Pierce, State of Washington, including any interest therein which grantor may hereby acquire:

A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER SECTION CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON AND MORE FULLY DESCRIBED IN EXHIBIT A.

I certify that I know or have satisfactory evidence that Melody Thacker is the person who appeared before me, and said person acknowledged the she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 10 2018

Spulle Science Lyclia Science

NOTARY PUBLIC in and for WA

Residing at 1100

Commission expires 19, 2000

LYDIA GUECIA
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 19, 2020

ALLAR 4472671 2 PC

07/12/2018 10:55:19 AM MBALLAR EXCISE COLLECTED: \$0.00 PRO AUDITOR

PROC FEE: \$5.00

Pierce County, WASHINGTON

TECH FEE: \$5.00

### Exhibit "A"

Property Address: 4312 102ND AVE E, EDGEWOOD, WA 98371

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATE IN THE CITY OF EDGEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON: PARCEL A: A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER SECTION CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON; RUNNING THENCE SOUTH 0 DEGREES 55 MINUTES 30 SECONDS WEST FOLLOWING THE EAST LINE OF SAID SECTION, 1,122.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 49 MINUTES WEST 130 FEET; THENCE SOUTH 0 DEGREES 55 MINUTES 30 SECONDS WEST 130 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES EAST 130 FEET; THENCE NORTH 0 DEGREES 55 MINUTES 30 SECONDS EAST 130 FEET TO THE POINT OF BEGINNING; EXCEPT THE EAST 30 FEET CONVEYED TO PIERCE COUNTY FOR 102ND AVENUE EAST (MERIDIAN COURT NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 2639863. PARCEL B: A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON; RUNNING THENCE SOUTH 00 DEGREES 55 MINUTES 30 SECONDS WEST FOLLOWING THE EAST LINE OF SAID SECTION, 1,122.75 FEET; THENCE NORTH 89 DEGREES 49 MINUTES WEST 130.00 FEET; THENCE SOUTH 0 DEGREES 55 MINUTES 30 SECONDS WEST 16.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 55 MINUTES 30 SECONDS WEST 114.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES WEST 11.00 FEET; THENCE NORTH 4 DEGREES 05 MINUTES 41 SECONDS WEST 100.27 FEET; THENCE NORTH 55 DEGREES OR MINUTES OF SECONDS EAST 24.375 FEET TO THE TRUE POINT OF BEGINNING.

### Exhibit C Notice of Intent to Accelerate

### Case 3:18-cv-05562-RJB Document 1-1 Filed 07/16/18 Page 9 of 56



P.O. Box 650070 Dallas, TX 75265-0070

Business Address: 7105 Corporate Drive Plano, TX 75024-4100 Send Payments to: P.O. Box 650070 Dallas, TX 75265-0070

October 3, 2008

Sent Certified Mail:

7113 8257 1472 8745 9702

Return Receipt Requested

Melody & David Thacker 4312 102ND AVE E EDGEWOOD, WA 98371-2716

Account No. 9422 Property Address: 4312 102nd Avenue East Edgewood, WA 98371-2716

### NOTICE OF INTENT TO ACCELERATE

Dear Melody & David Thacker:

Countrywide Home Loans Servicing LP (hereinafter "Countrywide") services the home loan described above on behalf of the holder of the promissory note (the "Noteholder"). The loan is in serious default because the required payments have not been made. The total amount now required to reinstate the loan as of the date of this letter is as follows:

 Monthly Charges:
 09/01/2008
 \$712.72

 Late Charges:
 09/01/2008
 \$17.82

 Other Charges:
 Total Late Charges:
 \$17.83

 Uncollected Costs:
 \$0.00

 Partial Payment Balance:
 (\$0.00)

 TOTAL DUE:
 \$748.37

You have the right to cure the default. To cure the default, on or before November 2, 2008. Countrywide must receive the amount of \$748.37 plus any additional regular monthly payment or payments, late charges, fees and charges, which become due on or before November 2, 2008.

The default will <u>not</u> be considered cured unless Countrywide receives "good funds" in the amount \$748.37 on or before November 2, 2008. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment. Countrywide reserves the right to accept or reject a partial payment of the total amount due without waiving any of its rights herein or otherwise. For example, if less than the full amount that is due is sent to us, we can keep the payment and apply it to the debt but still proceed to foreclosure since the default would not have been cured.

If the default is not cured on or before November 2, 2008, the mortgage payments will be accelerated with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time. As such, the failure to cure the default may result in the foreclosure and sale of your property. If your property is foreclosed upon, the Noteholder may pursue a deficiency judgment against you to collect the balance of your loan, if permitted by law.

You may, if required by law or your loan documents, have the right to cure the default after the acceleration of the mortgage payments and prior to the foreclosure sale of your property if all amounts past due are paid within the time permitted by law. However, Countrywide and the Noteholder shall be entitled to collect all fees and costs incurred by Countrywide and the Noteholder in pursuing any of their remedies, including but not limited to reasonable attorney's fees, to the full extent permitted by law. Further, you may have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument and as permitted by law.

If you are unable to cure the default on or before November 2, 2008, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

### Case 3:18-cv-05562-RJB Document 1-1 Filed 07/16/18 Page 10 of 56

- Repayment Plan: It is possible that you may be eligible for some form of payment assistance through Countrywide.
   Our basic plan requires that Countrywide receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- Loan Modification: Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- Sale of Your Property: Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale
  of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- Deed-in-Lieu: Or, if your property is free from other liens or encumbrances, and if the default is due to a serious
  financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder
  and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by November 2, 2008 as outlined above will result in the acceleration of your debt.

Additionally, the U.S. Department of Housing and Urban Development (HUD) funds free or very low cost housing counseling across the nation. Housing counselors can help you understand the law and your options. They can also help you to organize your finances and represent you in negotiations with your lender if you need this assistance. You may find a HUD-approved housing counselor near you by calling 1-800-569-4287. For the hearing impaired, HUD Counseling Agency (TDD) numbers are available at 1-800-877-8339.

Time is of the essence. Should you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-888-872-6514. Our office hours are between 8:00 AM and 5:00 PM (Central Time).

Sincerely,

Loan Counseling Center

### Exhibit D Attachment to Proof of Claim

B 10 (Official Form 10) (12/07)		
UNITED STATES BANKRUPTCY COURT Western DISTRICT OF Washington		PROOF OF CLAIM
Name of Debtor: David Barton Thacker Melody Ann Thacker	Case Number	11-46776-PBS
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of administrative expense may be filed pursuant to 11 U.S.C. § 503.	f the case. A r	equest for payment of an
Name of Creditor (the person or other entity to whom the debtor owes money or property):  The Bank of New York Mellon fka The Bank of New York*  Name and address where notices should be sent:  The Bank of New York Mellon fka The Bank of New York, as trusted for the certificateholders of the CWALT, Inc., alternative ican trust 2007-24 mortage pass-through cartificates, series 2007-24, through Bank of America, N.A., as successor by marger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP Mail Stop CA6-819-01-23  Sml Valley, CA 93065  Telephone number:	claim am claim. Court Clair (If known	is box to indicate that this ends a previously filed  n Number:
(425) 458-2121		
Name and address where payment should be sent (if different from above):  The Bank of New York Melion Nu The Bank of New York, an trustee for the certificatehooders of the CWALT, Inc., alternative loan trust 2007-24 minings pass-through certificates, series 2007-24, through Bank of America. N.A., as successor by merger to BAC Home Loans Servicing, LP fixe Countrywide Home Loans Servicing, LP fixe Country with the fixed Home Loans Servicing, LP fix	anyone e relating to statement  Check th	is box if you are aware that use has filed a proof of claim o your claim. Attach copy of a giving particulars.  It is box if you are the debtor in this case.
1. Amount of Claim as of Date Case Filed: \$ 535,679.14		of Claim Entitled to
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.	any por one of the check the	under 11 U.S.C. §507(a). If tion of your claim falls in ne following categories, e box and state the
If all or part of your claim is entitled to priority, complete item 5.	amount.	
**Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	' '	priority of the claim.  support obligations under
2. Basis for Claim: Money Loaned		. §507(a)(1)(A) or (a)(1)(B).
(See instruction #2 on reverse side.)  3. Last four digits of any number by which creditor identifies debtor: 9157  3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)  4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	to \$10,9. before fi petition business U.S.C. §	alaries, or commissions (up 50*) earned within 180 days ling of the bankruptcy or cessation of the debtor's , whichever is earlier – 11 507 (a)(4).
Nature of property or right of setoff: XReal Estate Motor Vehicle Other Describe:	plan 11	U.S.C. §507 (a)(5).
Value of Property:S Annual Interest Rate 7.500%  Amount of arrearage and other charges as of time case filed included in secured claim,	purchase or service househol	425* of deposits toward, lease, or rental of property es for personal, family, or d use 11 U.S.C. §507
if any: s 117,530.93 Basis for perfection: Deed of Trust	: Taxes or	penalties owed to
Amount of Secured Claim: \$ 535,679.14 Amount Unsecured: \$	governm (a)(8).	ental units - 11 U.S.C. §507
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		Specify applicable paragraph S.C. §507 (a)().
7. Documents: Attach reducted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach reducted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "reducted" on reverse side.)		int entitled to priority:
DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER	\$ *dmounts*	re subject to adjustm <b>e</b> nt on
SCANNING.	4/1/10 and e respect to co	very 3 years thereafter with ases commenced on or after
If the documents are not available, please explain:	the date of a	for COURT USE ONLY
Date: 09/26/2011  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the cother person authorized to file this claim and state address and telephone number if different from the address above. Attach copy of power of attorney, if any.  Is/ Lisa K Jury, BK Specialist	reditor or he notice	TOR CHOIN OF WILL

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

### Case 3:18-cv-05562-RJB Document 1-1 Filed 07/16/18 Page 13 of 56

### ATTACHMENT TO PROOF OF CLAIM

IN RE: David Barton Thacker and Melody Ann Thacker BANKRUPTCY CASE NO. 11-46776-PBS

TOTAL DUE AS OF FILING DATE OF:	August 25, 2011
Principal Balance:	\$432,000.00
Paid to Date:	August 1, 2008
Days of Interest Due:	1119
Current Interest Rate:	7.500%
Total Interest Due through Filing Date:	\$99,330.41
Escrow Advances:	\$442.15
Foreclosure Related Attorney Fees and Costs:	\$3,171.58
Attorney fees for filing proof of claim, reviewing	\$300.00
plan and filing request for special notice:	\$300.00
Property Inspection Fees:	\$135.00
Total Accrued Late Charges:	The state of the s
TOTAL SECURED CLAIM:	\$535,679.14

AMOUNT OF ARREARAGES FROM:	September 1, 2008 - August 1, 2011
Payments \$3,143.95 From September 1, 2008 to August 1, 2011	\$113,182.20
Escrow Shortage:	\$442.15
Foreclosure Related Fees and Costs:	\$3,171.58
	\$300.00
Attorney fees for filing proof of claim, reviewing	
plan and filing request for special notice:	\$300.00
Property Inspection Fees:	*****
Total Accrued Late Charges:	\$135.00
TOTAL AMOUNT OF ARREARAGE AS OF FILING:	\$117,530.93

### Current Amount of Payment: \$3,143.95 (\$3,225.04 Effective 9/1/2011)

For deeds of trust dated before October 22, 1994, interest at the note rate should be paid on the amount of the arrearage. For deeds of trust dated on and after that date, interest should be paid as allowed by the terms of the deed of trust.

The undersigned hereby certifies that on the day of day of \_\_\_\_\_\_\_, 2011 a true and correct copy of the foregoing was served by mail on the Debtor's Attorney and via ECF on the Trustee:

<u>Creditor</u> \*\*Please send payments to:

\*The Bank of New York Mellon fka The Bank of New York, as trustee for the certificateholders of the CWALT, Inc., alternative loan trust 2007-24 mortage pass-through certificates, series 2007-24, through Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP 7105 Corporate Drive, Mail Stop: TX2-982-03-03

Plano, TX 75024

Trustee

Debtor's Attorney
David Barton Thacker
PRO SE
4312 102nd Ave E
Edgewood, WA 98371

David M Howe 1551 Broadway, Ste 600 Tacoma, WA 98402

ROUTH CRABTREE OLSEN, PS
A full service mortgage hanking law firm

Prepared By:/s/Lisa K Jury

## Exhibit E Order of Discharge

B18 (Official Form 18) (12/07)

### **United States Bankruptcy Court**

Western District of Washington 1717 Pacific Avenue Suite 2100 Tacoma, WA 98402

> Case No. <u>10-45499-BDL</u> Chapter 7

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

David Barton Thacker 4312 102nd Ave E Edgewood, WA 98371

Melody Ann Thacker 4312 102nd Ave E Edgewood, WA 98371

Social Security/Individual Taxpayer ID No.:

xxx-xx-7077

xxx-xx-8233

Employer Tax ID/Other nos.:

### DISCHARGE OF DEBTOR

The Debtor(s) filed a Chapter 7 case on July 7, 2010. It appearing that the Debtor is entitled to a discharge,

### IT IS ORDERED:

The Debtor is granted a discharge under 11 U.S.C. §§ 727.

BY THE COURT

Dated: November 12, 2010

Brian D Lynch

United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

### Exhibit F Notices of Trustee's Sale

Fidelity National Title

11



200901280532 6 01/28/2009 2:48pm \$47.00 PIERCE COUNTY, WASHINGTON

After recording, return to: Countrywide Home Loans, Inc 400 COUNTRYWIDE WAY SV-35 SIMI VALLEY, CA 93065

File No. 2008-116410

**Grantors:** 

RECONTRUST COMPANY.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Grantee(s):

DAVID THACKER
MELODY THACKER

Notice of Trustee's Sale

Pursuant To the Revised Code of Washington 61.24, et seq.

On May 1, 2009 at 10:00 AM Outside of the 2nd floor entry plaza; on the west side of the County-City Building, 930 Tacoma Avenue South, State of Washington, the undersigned Trustee, RECONTRUST COMPANY, (subject to any conditions imposed by the trustee to protect the lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the county(les) of Pierce, State of Washington:

Tax Parcel ID no.: 0420164109

A PTN. OF WILLIAM BENSTON DONATION LAND CLAIM: SEE EXHIBIT A FOR COMPLETE LEGAL

Commonly Known as: 4312 102ND AVENUE EAST, EDGEWOOD, WA 98371

which is subject to that certain Deed of Trust dated 06/12/2007, recorded on 06/19/2007, under Auditor's File No. 200706190298, records of Pierce County, Washington from MELODY THACKER AND DAVID THACKER, WIFE AND HUSBAND, as grantor, to TRANSNATION TITLE INSURANCE COMPANY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as beneficiary.

11.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any court by reason of the Grantor's or Borrower's default on the obligation secured by the Deed of Trust.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

والمواري المعاول المتأثر المتأثر	
A. Monthly Payments	\$15,760.59
B. Late Charges	\$405.00
C. Beneficiary Advances	\$47.00
D. Suspense Balance	(\$.00)
E. Other Fees	\$0.00
Total Arrears	\$16,212.59
F. Trustee's Expenses	
(Itemization)	
Trustee's Fee	\$337.50
Title Report	\$1,370.00
Statutory Mailings	\$48.72
Recording Fees	\$0.00
Publication	\$0.00
Posting	\$100.00
Total Costs	<u>\$1,856.22</u>
Total Amount Due:	\$18,068.81

Other potential defaults do not involve payment of the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults, which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

CURE"

OTHER DEFAULT ACTION NEC	ESSARY TO	1
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Deliver to Trustee written proof that all taxes and Nonpayment of Taxes/Assessments assessments against the property are paid current

Deliver to Trustee written proof that all senior liens are Default under any senior lien

paid current and that no other defaults exist."

Deliver to Trustee written proof that the property is Failure to insure property against hazard insured against hazard as required by the Deed of

Waste Cease and desist from committing waste, repair all. damage to property and maintain property as required

Unauthorized sale of property (Due on Sale) Revert title to permitted vestee.

in Deed of Trust.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$432,000.00, together with interest as provided in the note or other instrument secured from 09/01/2008 and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

٧.

The above-described real property will be sold to satisfy the expense of the sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied regarding title, possession, or encumbrances on 05/01/2009. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 04/20/2009 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 04/20/2009 (11 days before the sale date), the defaults(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 04/20/2009 (11 days before the sale date), and before the sale by the Borrower, Grantor, and Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es): ( See attached list ).

by both first class and either certified mail; return receipt requested, or registered mail on 12/24/2008, proof of which is in the possession of the Trustee; and on 12/24/2008 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of such service or posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their right, title and interest in the above-described property.

IX.

Anyone having any objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X.

NOTICE TO OCCUPANTS OR TENANTS - The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20th day following the sale of the purchaser has the right to evict-occupants and tenants by summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

Olympia, WA 98506

**RECONTRUST COMPANY** DATED: January 23, 2009 Its Assistant Secretary State of: California Ivette Pelayo County of: Ventura On 01/23/2009 before me , notary public, personally CHERYLLEE \_, personally known to me (or appeared proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they executed the same in his/her/thier authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. hand and official Seal. IVETTE PELAYO Commission # 1774807 Notary Public — California Yentura County My Comm. Exphas Oct 21, 2011 **RECONTRUST COMPANY** 1800 Tapo Canyon Rd., CA6-914-01-94 Client: Countrywide Home Loans, Inc. SIMI VALLEY, CA 93063 Phone: (800) 281-8219 Agent for service of process: File No. 2008-116410 **Corporation Service Company** 202 North Phoenix Street

> THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING THIS OFFICE WITH A WRITTEN NOTICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE. IF YOU DISPUTE THE DEBT IN WRITING WITHIN 30 DAYS, WE WILL OBTAIN AND MAIL VERIFICATION OF THE DEBT TO YOU. IF THE CREDITOR IDENTIFIED IN THIS NOTICE IS DIFFERENT THAN YOUR ORIGINAL CREDITOR, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF YOU REQUEST THIS INFORMATION IN WRITING WITHIN 30 DAYS.

### Attachment to section VI:

MELODY THACKER

4312 102nd Ave E Edgewood, WA 98371

DAVID THACKER 4312 102nd Ave E Edgewood; WA 98371

**MELODY THACKER** 

4312 102ND AVENUE EAST EDGEWOOD, WA 98371

**DAVID THACKER** 

4312 102ND AVENUE EAST

EDGEWOOD, WA 98371

.ORDER NO: 080152312

### **EXHIBIT A**

REF.: 08-0116410

### PARCEL A:

A-PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER SECTION CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON;

RUNNING THENCE SOUTH 0°55'30" WEST FOLLOWING THE EAST LINE OF SAID SECTION, 1,122,75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°49' WEST 130 FEET;

THENCE SOUTH 0°55'30" WEST 130 FEET;

THENCE SOUTH 89 °49' EAST 130 FEET;

THENCE NORTH 0°55'30" EAST 130 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 30 FEET CONVEYED TO PIERCE COUNTY FOR 102ND AVENUE EAST (MERIDIAN COURT NORTHEAST) BY DEED RECORDED UNDER RECORDING NO. 2639863.

### PARCEL B:

A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON;

RUNNING THENCE SOUTH 00°55'30" WEST FOLLOWING THE EAST LINE OF SAID SECTION 1.122.75 FEET:

THENCE NORTH 89°49' WEST 130.00 FEET:

THENCE SOUTH 0°55'30" WEST 16.00 FEET-TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 0°55'30" WEST 144.09 FEET;

THENCE NORTH 89°49' WEST 11.00 FEET:

THENCE NORTH 4°05'41" WEST 100.27 FEET).

THENCE NORTH 55°08'06" EAST 24.375 FEET TO THE TRUE POINT OF BEGINNING.

### NOTE FOR INFORMATIONAL PURPOSES ONLY:

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT.

A PTN, OF WILLIAM BENSTON DONATION LAND CLAIM

Chicago Title Insurance Company

Pages: 6



201003310808 **Electronically Recorded** Pierce County, WA Julie Anderson, Pierce County Auditor 03/31/2010 03:40 PM Fee: \$ 67.00

After recording, return to: BAC Home Loans Servicing, LP 400 COUNTRYWIDE WAY SV-35 SIMI VALLEY, CA 93065

File No. 2008-116410

### Notice of Trustee's Sale

Pursuant To the Revised Code of Washington 61.24, et seq.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, RECONTRUST COMPANY on July 2, 2010 at 10:00 AM outside of the 2nd floor entry plaza, on the west side of the County-City Building. 930 Tacoma Avenue South, in the city of Tacoma, WA

State of Washington, (subject to any conditions imposed by the trustee to protect the lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the county(ies) of Pierce, State of Washington:

Tax Parcel ID no.: 0420164109

A PTN. OF WILLIAM BENSTON DONATION LAND CLAIM. SEE EXHIBIT A FOR COMPLETE LEGAL

Commonly Known as: 4312 102ND AVENUE EAST ,EDGEWOOD,WA 98371

which is subject to that certain Deed of Trust dated 06/12/2007, recorded on 06/19/2007, under , under Auditor's File No. Auditor's File No. 200706190298 and Deed of Trust re-recorded on \_\_\_ records of Pierce County, Washington from MELODY THACKER AND DAVID THACKER, WIFE AND HUSBAND, as grantor, to TRANSNATION TITLE INSURANCE COMPANY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as beneficiary, the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE, FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2007-24 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-24, under an Assignment/Successive Assignments recorded under Auditor's File No.201003230332.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any court by reason of the Grantor's or Borrower's default on the obligation secured by the Deed of Trust.

111.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

A. Monthly Payments	\$60,347.65
B. Late Charges	\$405.00
C. Beneficiary Advances	\$1,385.00
D. Suspense Balance	(\$.00)
E. Other Fees	\$30.00
Total Arcears	\$62,167.65
Trustee's Expenses	
(Ítemization)	
Trustee's Fee	\$540.00
Title Report	\$1,370.00
Statutory Mailings	\$293.40
Recording Fees	\$49.00
Publication	\$702.18
Posting	\$200.00
Total Costs	\$3,154.58
Total Amount Due:	\$65,322.23
ر و افعاد پورسې	.*

Other potential defaults do not involve payment of the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults, which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

	ACTION NECESSARY TO CURE
OTHER DEFAULT	ACTION NECESSARY TO CURE
UTMEK DEFAULT	MOTION NEOFICIANIE TO COME
~ ) ( := ( · ~	

Deliver to Trustee written proof that all taxes and Nonpayment of Taxes/Assessments assessments against the property are paid current.

Deliver to Trustee written proof that all senior liens are Default under any senior lien paid current and that no other defaults exist.

Deliver to Trustee written proof that the property is Failure to insure property against hazard insured against hazard as required by the Deed of

Trust.

Cease and desist from committing waste, repair all Waste damage to property and maintain property as required

in Deed of Trust.

Unauthorized sale of property (Due on Sale) Revert title to permitted vestee

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$432,000.00, together with interest as provided in the note or other instrument secured from 09/01/2008 and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

٧

The above-described real property will be sold to satisfy the expense of the sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express of implied regarding title, possession, or encumbrances on 07/02/2010. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 06/21/2010 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 06/21/2010 (11 days before the sale date), the defaults(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 06/21/2010 (11 days before the sale date), and before the sale by the Borrower, Grantor, and Guaranter or the holder of any recorded junior lien or encumbrance paying the entire balance of principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.

V

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the address(es) enclosed: ( See Attachement to section vi ).

by both first class and either certified mail, return receipt requested, or registered mail on 12/24/2008, proof of which is in the possession of the Trustee; and on 12/24/2008 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of such service or posting.

VII.

The Trustee whose name and address is set forth below will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's fees due at any time prior to the sale.

VIII

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their right, title and interest in the above-described property.

1X

Anyone having any objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a walver of any proper grounds for invalidating the Trustee's sale.

X.

NOTICE TO OCCUPANTS OR TENANTS - The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060 and/or any applicable Federal Law.

DATED: January 24, 2009

RECONTRUST COMPANY, N.A

Its: Assistant Secretary

State of: California

County of: Ventura

On 3-30-2010 before me

B. P. Flores

notary public,

WITNESS my hand and official Seal.

B. R. FLORES
Commission # 1751684
Notary Public - California
Ventura County
My Comm. Expires Jun 18, 2011

RECONTRUST COMPANY, N.A. P.O. Box 10284 Van Nuys, CA 91410-0284 Phone: (800) 281-8219

Agent for service of process: CT Corporation System

1801 West Bay Drive NW, Ste 206

Olympia, WA 98502 Phone: (360) 357-6794 Client: BAC Home Loans Servicing, LP

File No. 2008-116410

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING THIS OFFICE WITH A WRITTEN NOTICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE. IF YOU DISPUTE THE DEBT IN WRITING WITHIN 30 DAYS, WE WILL OBTAIN AND MAIL VERIFICATION OF THE DEBT TO YOU. IF THE CREDITOR IDENTIFIED IN THIS NOTICE IS DIFFERENT THAN YOUR ORIGINAL CREDITOR, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF YOU REQUEST THIS INFORMATION IN WRITING WITHIN 30 DAYS.

### Attachment to section VI:

MELODY THACKER
4312 102nd Ave E
Edgewood, WA 98371
DAVID THACKER
4312 102nd Ave E
Edgewood, WA 98371

MELODY THACKER
4312 102ND AVENUE EAST
EDGEWOOD, WA 98371
DAVID THACKER
4312 102ND AVENUE EAST
EDGEWOOD, WA 98371

### **EXHIBIT A**

REF.: 08-0116410

### PARCEL A:

A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER SECTION CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON; RUNNING THENCE SOUTH 0°55'30" WEST FOLLOWING THE EAST LINE OF SAID SECTION,

1,122.75 FEET TO THE TRUE POINT OF BEGINNING:

THENCE NORTH 89:49' WEST 130 FEET;

THENCE SOUTH 0°55'30" WEST 130 FEET;

THENCE SOUTH 89 °49' EAST 130 FEET;

THENCE NORTH 0°55'30" EAST 130 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 30 FEET CONVEYED TO PIERCE COUNTY FOR 102ND AVENUE EAST (MERIDIAN COURT NORTHEAST) BY DEED RECORDED UNDER RECORDING NO. 2639863.

### PARCEL B:

A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON;

RUNNING THENCE SOUTH 00°55'30" WEST FOLLOWING THE EAST LINE OF SAID SECTION, 1,122.75 FEET;

THENCE NORTH 89°49' WEST 130.00 FEET;

THENCE SOUTH 0°55'30" WEST 16.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 0°55'30" WEST 114.00 FEET;

THENCE NORTH 89°49' WEST 11.00 FEET;

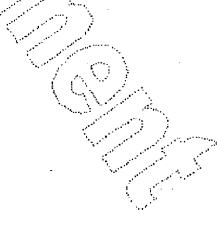
THENCE NORTH 4°05'41" WEST 100.27 FEET;

THENCE NORTH 55°08'06" EAST 24.375 FEET TO THE TRUE POINT OF BEGINNING.

### NOTE FOR INFORMATIONAL PURPOSES ONLY:

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT.

A PTN. OF WILLIAM BENSTON DONATION LAND CLAIM



Pages: 6



201105250462 Electronically Recorded Pierce County, WA Julie Anderson, Pierce County Auditor 05/25/2011 01:29 PM

Fee: \$ 67.00

After recording, return to: BAC Home Loans Servicing, LP 400 National way SIMI VALLEY, CA 93066

0801 57317

### Notice of Trustee's Sale

Pursuant To the Revised Code of Washington 61.24, et seq.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, RECONTRUST COMPANY on August 26, 2011 at 10:00 AM outside of the 2nd floor entry plaza, on the west side of the County-City Building, 930 Tacoma Avenue South, in the city of Tacoma, WA

, State of Washington, (subject to any conditions imposed by the trustee to protect the lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the county(les) of Pierce, State of Washington:

Tax Parcel ID no.: 0420164109

A PTN. OF WILLIAM BENSTON DONATION LAND CLAIM. SEE EXHIBIT A FOR COMPLETE LEGAL (ACCORDING TO A COMPLETE LEGAL (ACCORDING TO

Commonly Known as: 4312 102ND AVENUE EAST , EDGEWOOD, WA 98371

which is subject to that certain Deed of Trust dated 96/12/2007, recorded on 06/19/2007, under Auditor's File No. 200706190298 and Deed of Trust re-recorded on \_\_\_\_\_, under Auditor's File No. records of Pierce County, Washington from MELODY THACKER AND DAVID THACKER, WIFE AND HUSBAND, as grantor, to TRANSNATION TITLE INSURANCE COMPANY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as beneficiary, the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE, FOR THE CERTIFICATEHOLDERS CWALT, INC., ALTERNATIVE LOAN TRUST 2007-24 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-24, under an Assignment/Successive Assignments recorded under Auditor's File No.201003230332.

11.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any court by reason of the Grantor's or Borrower's default on the obligation secured by the Deed of Trust.

### **EXHIBIT A**

REF.: 08-0116410

PARCEL A:

A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER SECTION CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON;

RUNNING THENCE SOUTH 0°55'30" WEST FOLLOWING THE EAST LINE OF SAID SECTION, 1,122,75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°49' WEST 130 FEET;

THENCE SOUTH 0°55'30" WEST 130 FEET;

THENCE SOUTH 89 °49' EAST 130 FEET;

THENCE NORTH 0°55'30" EAST 130 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 30 FEET CONVEYED TO PIERCE COUNTY FOR 102ND AVENUE EAST (MERIDIAN COURT NORTHEAST) BY DEED RECORDED UNDER RECORDING NO. 2639863.

PARCEL B:

A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON;

RUNNING THENCE SOUTH 00°58'30" WEST FOLLOWING THE EAST LINE OF SAID SECTION, 1,122.75 FEET;

THENCE NORTH 89°49' WEST 130.00 FEET;

THENCE SOUTH 0°55'30" WEST 16.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 0°55'30" WEST 114.00 FEET

THENCE NORTH 89°49' WEST 11.00 FEET;

THENCE NORTH 4°05'41" WEST 100.27 FEET;

THENCE NORTH 55°08'06" EAST 24.375 FEET TO THE TRUE POINT OF BEGINNING.

### NOTE FOR INFORMATIONAL PURPOSES ONLY:

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A PTN. OF WILLIAM BENSTON DONATION LAND CLAIM

III.

The Beneficiary alleges default of the Deed of Trust for fallure to pay the following amounts now in arrears and/or other defaults:

A. Monthly Payments	\$104,934.71
B. Late Charges	\$405,00
C. Escrow Deficiency	\$0.00
D. Suspense Balance	(\$.00)
E. Other Fees	\$3,636.58
Total Arrears	<b>\$108,976.29</b>
F: Trustee's Expenses	
(Itemization)	
Trustee's Fee	\$675.00
Title Report	\$1,370.00
Statutory Mailings	\$1,412.35
Recording Fees	\$116.00
Publication	\$1,277.18
Posting	\$300.00
Total Costs	··· \$5,150.53
Total Amount Due:	\$114,126.82

Other potential defaults do not involve payment of the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults, which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT
Nonpayment of Taxes/Assessments

ACTION NECESSARY TO CURE
Deliver to Trustee written proof that all taxes and
assessments against the property are paid current.

Default under any senior lien

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.

Failure to insure property against hazard

Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust

Waste

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.

Unauthorized sale of property (Due on Sale)Revert title to permitted vestee:

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$432,000.00, together with interest as provided in the note or other instrument secured from 09/01/2008 and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

V

The above-described real property will be sold to satisfy the expense of the sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied regarding title, possession, or encumbrances on 08/26/2011. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 08/15/2011 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 08/15/2011 (11 days before the sale date), the defaults(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 08/15/2011 (11 days before the sale date), and before the sale by the Borrower, Grantor, and Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.

VI

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the address(es) enclosed: ( See Attachement to section vi ).

by both first class and either certified mail, return receipt requested, or registered mail on 12/24/2008, proof of which is in the possession of the Trustee; and on 12/24/2008 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of such service or posting.

'VII

The Trustee whose name and address is set forth below will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's fees due at any time prior to the sale.

VIII

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their right, title and interest in the above-described property.

IX.

Anyone having any objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X.

NOTICE TO OCCUPANTS OR TENANTS - The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060 and/or any applicable Federal Law.

RECONTRUST COMPANY, N.A.

Steven Arredondo

its: Assistant Secretary **Authorized Signer** 

State of: California

County of: Ventura

MAY 2 4 2011

JEANINE HOFFMAN

notary public.

personally known to Steven Arredondo personally appeared me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they executed the same in his/her/thier authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted; executed the instrument.

WITNESS my hand and official Seal.

JEANINE HOFFMAN

JEANINE HOFFMAN Commission # 1840488 Notary Public - California Los Angeles County Comm. Expires Apr 11, 201

RECONTRUST COMPANY, N.A. P.O. Box 10284 Van Nuys, CA 91410-0284 Phone: (800) 281-8219 Agent for service of process: **CT** Corporation System 1801 West Bay Drive NW, Ste 206 Olympia, WA 98502

Phone: (360) 357-6794

Client: BAC Home Loans Servicing, LP

File No. 2008-116410

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING THIS OFFICE WITH A WRITTEN NOTICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE. IF YOU DISPUTE THE DEBT IN WRITING WITHIN 30 DAYS, WE WILL OBTAIN AND MAIL VERIFICATION OF THE DEBT TO YOU. IF THE CREDITOR IDENTIFIED IN THIS NOTICE IS DIFFERENT THAN YOUR ORIGINAL CREDITOR, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF YOU REQUEST THIS INFORMATION IN WRITING WITHIN 30 DAYS.

### Attachment to section VI:

MELODY THACKER
4312 102nd Ave E
Edgewood, WA 98371
DAVID THACKER
4312 102nd Ave E
Edgewood, WA 98371

MELODY THACKER
4312 102ND AVENUE EAST
EDGEWOOD, WA 98371
DAVID THACKER
4312 102ND AVENUE EAST
EDGEWOOD, WA 98371

### Exhibit G 2018 Notice of Trustee's Sale

201803210248

**Electronically Recorded** 

Pierce County, WA EWILLIA 03/21/2018 12:28 PM

Pages: 5

Fee: \$78.00

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO: Seaside Trustee of Washington Inc. c/o Law Offices of B. Craig Gourley 1002 10th St. P.O. Box 1091. Snohomish, Washington 98291 (360) 568-5065

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 610393, - APN: 0420164109 TS No: 1507723WA

### NOTICE OF TRUSTEE'S SALE PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ.

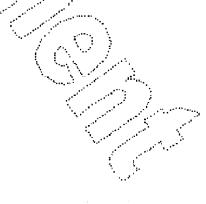
NOTICE IS HEREBY GIVEN that the undersigned Trustee, Seaside Trustee of Washington Inc., will on 7/20/2018, at 9:00 AM at 2nd Floor Entry Plaza Outside the County Courthouse, Pierce County Superior Courthouse, 930 Tacoma Avenue South, Tacoma WA 98402 sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of Pierce, State of Washington, to-wit:

Abbreviated legal: PTN NE 1/4 SE 1/4 16-20N-04E
Full Legal Description is attached hereto and made a part hereof; Exhibit A

Commonly known as: 4312 102nd Ave E Edgewood, WA 98371

which is subject to that certain Deed of Trust dated 6/12/2007, recorded 6/19/2007, under Auditor's File No. 200706190298, in Book xx, Page xx records of Pierce County, Washington, from MELODY THACKER AND DAVID THACKER, WIFE AND HUSBAND, as Grantor(s), to TRANSNATION TITLE INSURANCE COMPANY, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. as nominee for SJ Lending, LP dba Community One Financial, LTD it successors and assigns, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. as nominee for SJ Lending, LP dba Community One Financial, LTD it successors and assigns to The Bank of New York Mellon fka The Bank of New York, as Trustee for The Certificateholders GWALT, Inc., Alternative Loan Trust 2007-24 Mortgage Pass-Through Certificates, Series 2007-24

II. No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.



oan No: 610393

T.S. No.: 1507723WA

The default(s) for which this foreclosure is made is/are as follows: Failure to pay when due the following amounts which are now in arrears:

#### **PAYMENT INFORMATION**

TOTAL FROM THRU \$369,523,27 10/01/2008 3/20/2018

# LATE CHARGE INFORMATION

TOTAL FROM ..... \$4,725.00 10/01/2008 03/20/2018

#### PROMISSORY NOTE INFORMATION

6/12/2007 Note Dated: \$432,000.00 Note Amount: 9/1/2008 Interest Paid To: 10/1/2008 Next Due Date:

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$432,000.00, together with interest as provided in the Note from 10/1/2008, and such other costs and fees as are provided by statute.

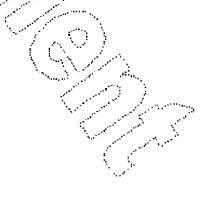
The above described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on 7/20/2018. The defaults referred to in Paragraph III must be cured by 7/9/2018, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 7/9/2018 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashiers or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 7/9/2018 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor VI. at the following address(es):

MELODY THACKER AND DAVID THACKER, WIFE AND HUSBAND

ADDRESS. 4312 102nd Ave E-Edgewood, WA 98371

by both first class and certified mail on 7/14/2016, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, with said written Notice of Default or the written Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, and the Trustee has possession of proof of such service or posting.



oan No: 610393

T.S. No.: 1507723WA

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above described property.

Anyone having any objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

NOTICE TO OCCUPANTS OR TENANTS - The purchaser at the Trustee's Sale is entitled to X. possession of the property on the 20th day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW.

NOTICE TO POTENTIAL BIDDERS: We request certified funds at sale be payable directly to SEASIDE TRUSTEE INC. to avoid delays in Issuing the final deed.

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME. You have only 20 DAYS from the recording date on this notice to pursue mediation.

DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

SEEKING ASSISTANCE Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following: The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission: Telephone: (877) 894-4663. Website: www.homeownership.wa.gov The United States Department of Housing and Urban Development: Telephone: (800) 569-4287. Website: www.hud.gov.The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (888) 201-1014. Website: http://nwjustice.org

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: 3/20/2018 Trustee Sales Information: 800-340-0433 www.auction.com

Seaside Trustee of Washington Inc. c/o Law Offices of B. Craig Gourley 1002 10th St. P.O. Box 1091 Snohomish, Washington 98291 (360) 568-5065

Elvia Bouche, Authorized Signer

-Loan No::610393

T.S. No.: 1507723WA

STATE OF NEVADA

COUNTY OF CLARK

On this day personally appeared before me ELVIA BOUCHE, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

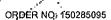
Given under my hand and seal of office this 20th day of March, 2018

Notary Public esiding at LAS VEGAS

Printed Name: CHRISTIAN TAPIA

My Commission Expires: 7/24/18

CHRISTIAN TAPIA
Notary Public, State of Nevada
Appointment No. 10-2427-1
My Appt. Expires Jul 24, 2018



#### **EXHIBIT A**

**RÉF.: 1507723WA** 

PARCEL A:

A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

BEGINNING: AT THE EAST QUARTER SECTION CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON;

RUNNING THENCE SOUTH 0°55'30" WEST FOLLOWING THE EAST LINE OF SAID SECTION, 1,122.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°49' WEST 130 FEET;

THENCE SOUTH 0%5530" WEST 130 FEET;

THENCE SOUTH 89º49' EAST 130 FEET;

THENCE NORTH 0°55'30" EAST 130 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 30 FEET CONVEYED TO PIERCE COUNTY FOR 102ND AVENUE EAST (MERIDIAN COURT NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 2639863.

PARCEL B:

A PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M. IN PIERCE COUNTY, WASHINGTON;

RUNNING THENCE SOUTH 00°55'30" WEST FOLLOWING THE EAST LINE OF SAID SECTION, 1,122.75 FEET;

THENCE NORTH 89°49' WEST 130.00 FEET; ....

THENCE SOUTH 0°55'30" WEST 16.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 0°55'30" WEST 114.00 FEET;

THENCE NORTH 89°49' WEST 11.00 FEET;

THENCE NORTH 4°05'41" WEST 100.27 FEET;

THENCE NORTH 55°08'06" EAST 24.375 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF EDGEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT.

PTN NE 1/4 SE 1/4 16-20N-04E

# Exhibit H Statements and Debt Collection Correspondence

#### Case 3:18-cv-05562-RJB Document 1-1 Filed 07/16/18 Page 42 of 56 Mortgage Statement



Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com

1.877.251.0990

Melody Thacker David Thacker C/O Barraza Omar Omar 14245 Ambaum Blvd SW # F

APR 23 2018

0393 Account Number Payment Date 10/01/08 Total Amount \$387,464.97 Please note, after 04/16/2018 this amount may not be sufficient to bring

Statement Date: 04/16/18

1

reast note, alter or hock of since almost map not be sufficient to using your loan current as additional fees, charges, or attorney fees/costs may have been incurred but not yet invoiced or processed as of the Statement Date, or may have been incurred after the Statement Date. Please contact us at the number above to obtain the current amount due.

#### Bankruptcy Notice

Our records reflect that you are presently a debtor in an active bankruptcy case or you previously received a discharge in bankruptcy. This statement is being sent to you for informational purposes only. It should not be construed as an attempt to collect a debt against you personally. However, we retain our rights under the security instrument, including the right to foreclose our lien. If you want to stop receiving statements, write to us.

Account Information	and a manager of the first of t
Outstanding Principal Balance †‡	\$432,000.00
Interest Rate	7.5%
Prepayment Penalty	N
Unapplied Funds	\$2,057.65

Explanation of Payment Amount	
Principal	\$825.16
Interest	\$2,655.00
Escrow (Taxes and Insurance)	\$525.60
Regular Monthly Payment	\$4,005.76
Total Fees & Charges*	\$9,930.18
Unpaid Past Payments**	\$373,529.03
Reinstatement Amount	\$387,464.97
(as of 04/16/2018)	
Accelerated Amount	\$802,706.74
(as of 04/16/2018)	

‡Payments will be applied in order that they become due (oldest first) unless bankruptcy or other court ordered payment plan is in place.

\*Total Fees and Charges are comprised of Recoverable Corporate Advances, Late Fees, NSF Fees and other fees assessed that remain unpaid.

\*\*Unpaid Past Payment Amount is the sum of the unpaid balances for Principal and Interest, Escrow and Fees & Charges.

\*\*\*The Total Amount shown may not include recoverable fees not yet charged to the account, and may not include unapplied funds/totals not yet applied to the account.

Transact	on Activity (03/17/18 to 04/16/18)			
Date	Description		DEBITS	CREDITS
03/28	Property Inspection		11.00	
04/05	County Tax Disbursements	and the second second second second second	2854.37	
Additional Train	saction may be found on Page 3			

Past Payments Breakdown		
	Paid Last Bill	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (for Taxes & Insurance)	\$0.00	\$0.00
Fees & Charges	\$0.00	\$0.00
Partial Payment (Unapplied)‡‡	\$0.00	\$2,057.65
Total	\$0.00	\$2,057.65

#### Important Messages

#### \*Account History

The mortgage payments are late failure to bring the loan current may result in fees being assessed to the loan. The mortgage is 3484 days

Recent Account History:

Payment Due 10/01/08

Payment due: 11/01/17: Unpaid balance of \$4,005.76
Payment due: 12/01/17: Unpaid balance of \$4,005.76 Payment due: 01/01/18: Unpaid balance of \$4,005.76 Payment due: 02/01/18: Unpaid balance of \$4,005.76 Payment due: 03/01/18: Unpaid balance of \$4,005.76 Payment due: 04/01/18: Unpaid balance of \$4,005.76 Current payment due 10/01/08: \$4,005.76 Total: \$387.464.97 due.

If you are experiencing Financial Difficulty: See Back for information about mortgage counseling or assistance.

Please be advised, we have made the first notice or filing required by applicable law to start the judicial or non-judicial foreclosure process.

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

Please include the loan number on your check. If we cannot clearly associate the check with a single loan, it may delay or prohibit us from crediting your account

Borrower MELODY THACKER Loan Number Total Amount \$387,464.97

If you are currently a party in a bankruptcy case and you choose to make a voluntary payment, detach and return bottom remittance portion with your payment. Make checks payable to Bayview Loan Servicing.

#### 

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

Haddashliladdiladadlaallidadlibbl

Check here if your address/telephone number has changed and fill out form on reverse side.

Please do not write below this line. Servicing Code: MSP Please indicate additional funds. Excess funds received by BLS without explicit application instructions, will be posted based on BLS internal payment hierarchy, which is driven by your loan documents and/or applicable law. Additional Principal Additional Escrow Other Total Amount Sent lease do not send cash)

# Case 3:18-cv-05562-RJB Document 1-1 Filed 07/16/18 Page 43 of 56 Mortgage Statement



Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com Statement Date: 04/16/18

Account Number

0393

Payment Date

10/01/08

**Total Amount** 

\$387,464.97

Please note, after 04/16/2018 this amount may not be sufficient to bring your loan current as additional fees, charges, or attorney fees/costs may have been incurred but not yet invoiced or processed as of the Statement Date, or may have been incurred after the Statement Date. Please contact us at the number above to obtain the current amount due.

Transaction Activity (03/17/18 to 04/16/18)

Description

Escrow Advance Deposit

DEBITS

2854.37

Important Messages

04/05

‡‡ Partial Payments: Any partial payment that is received is not applied to the mortgage payment, but instead is held in a separate suspense account; when the balance of a partial payment is received the funds will then be applied to your mortgage.

†This is the Principal Balance only, not the amount required to pay the loan in full. Please contact Customer Service for an exact payoff balance. In the event the loan is in default or foreclosure, you must contact 1.877.251.0990 for payoff information.

Your Point of Contact is DAVID WHITE and can be reached on 855-848-4345.

This loan is an interest only loan, please note monthly payments may not reduce the principal balance.

Our records indicate the HAMP (Alternative Mortgage Program) modification status is Cancelled during trial.

Case 3:18-cv-05562-RJB Document 1-1 Filed 07/16/18 Page 44 of 56



Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com

Total Amount

1.877.251.0990

Melody Thacker David Thacker C/O Barraza Omar Omar 14245 Ambaum Blvd SW # F Burien, WA 98166-1421

10393 Account Number 10/01/08 Payment Date \$383,448.21

Statement Date: 03/16/18

Please note, after 03/16/2018 this amount may not be sufficient to bring your loan current as additional fees, charges, or attorney fees/costs may have been incurred but not yet involced or processed as of the Statement Date, or may have been incurred after the Statement Date. Please contact us at the number above to obtain the current amount due.

## **Bankruptcy Notice**

Our records reflect that you are presently a debtor in an active bankruptcy case or you previously received a discharge in bankruptcy. This statement is being sent to you for informational purposes only. It should not be construed as an attempt to collect a debt against you personally. However, we retain our rights under the security instrument, including the right to foreclose our lien. If you want to stop receiving statements, write to us.

Account Information	
Outstanding Principal Balance †‡	\$432,000.00
Interest Rate	7.5%
Prepayment Penalty	N
Unapplied Funds	\$2,057.65

Explanation of Payment Amount	
Principal	\$820.03
Interest	\$2,660.13
Escrow (Taxes and Insurance)	\$525.60
Regular Monthly Payment	\$4,005.76
Total Fees & Charges*	\$9,919.18
Unpaid Past Payments**	\$369,523.27
Reinstatement Amount	\$383,448.21
(as of 03/16/2018)	
Accelerated Amount	\$797,141.37
(as of 03/16/2018)	

‡Payments will be applied in order that they become due (oldest first) unless bankruptcy or other court ordered payment plan is in place.
\*Total Fees and Charges are comprised of Recoverable Corporate Advances, Late Fees, NSF Fees and other fees assessed that remain unpaid.
\*\*Unpaid Past Payment Amount is the sum of the unpaid balances for Principal and Interest, Escrow and Fees & Charges.

\*\*\*The Total Amount shown may not include recoverable fees not yet charged to the account, and may not include unapplied funds/totals not yet applied to the account.

Transac	tion Activity (02/17/18 to 03/16/	/18)		
Date	Description		DEBITS	CREDITS
03/01	Property Inspection		11.00	`

	Paid	Paid
	Last Bill	Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (for Taxes & Insurance)	\$0.00	\$0.00
Fees & Charges	\$0.00	\$0.00
Partial Payment (Unapplied)::	\$0.00	\$2,057.65
Total	\$0.00	\$2,057.65

# Important Messages

The mortgage payments are late failure to bring the loan current may result in fees being assessed to the loan. The mortgage is 3453 days delinguent.

Payment Due 10/01/08

Recent Account History:
Payment due: 10/01/17: Unpaid balance of \$4,005.76 Payment due: 11/01/17: Unpaid balance of \$4,005.76 Payment due: 12/01/17: Unpaid balance of \$4,005.76 Payment due: 01/01/18: Unpaid balance of \$4,005.76 Payment due: 02/01/18: Unpaid balance of \$4,005.76 Payment due: 03/01/18: Unpaid balance of \$4,005.76 Current payment due 10/01/08: \$4,005.76 Total: \$383,448.21 due.

If you are experiencing Financial Difficulty: See Back for information about mortgage counseling or assistance.

Please be advised, we have made the first notice or filing required by applicable law to start the judicial or non-judicial foreclosure process.

‡‡ Partial Payments: Any partial payment that is received is not applied to the mortgage payment, but instead is held in a separate suspense account; when the balance of a partial payment is received the funds will then be applied to your mortgage.

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

Please do not write below this line.

Please include the loan number on your check. If we cannot clearly associate the check with a single loan, it may delay or prohibit us from crediting your account

**Borrower MELODY THACKER** Loan Number Total Amount \$383,448.21

If you are currently a party in a bankruptcy case and you choose to make a voluntary payment, detach and return bottom remittance portion with your payment. Make checks payable to Bayview Loan Servicing.

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

Haalabadaldhaddadhadbaadhbaadhbla

Check here if your address/telephone number has changed and fill out form on reverse side. Servicing Code: MSP

lease Indicate Idilional funds. xcess funds received	Additional Principal	\$
BLS without explicit optication structions, will be	Additional Escrow	\$
osted based on BLS larnal payment ererchy, which is	Other	\$ •
iven by your loan ocuments and/or opticable law.	Total Amount Sent (Please do not send cash)	\$ •

Case 3:18-cv-05562-RJB Document 1-1 Filed 07/16/18 Ragge 45 to 150

BAYVIEW\*

Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com Statement Date: 03/16/18

Account Number
Payment Date

Total Amount

\$383,448.21

'0393

10/01/08

Please note, after 03/16/2018 this amount may not be sufficient to bring your loan current as additional fees, charges, or attorney fees/costs may have been incurred but not yet invoiced or processed as of the Statement Date, or may have been incurred after the Statement Date. Please contact us at the number above to obtain the current amount due.

#### Important Messages

†This is the Principal Balance only, not the amount required to pay the loan in full. Please contact Customer Service for an exact payoff balance. In the event the loan is in default or foreclosure, you must contact 1.877.251.0990 for payoff Information.

Your Point of Contact is DAVID WHITE and can be reached on 855-848-4345.

This loan is an interest only loan, please note monthly payments may not reduce the principal balance.

Our records indicate the HAMP (Alternative Mortgage Program) modification status is Cancelled during trial.



Melody Thacker David Thacker

C/O Barraza Omar Omar

14245 Ambaum Blvd SW # F Burien, WA 98166-1421

Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com

2088

1.877.251.0990

Account Number Payment Date

0393 10/01/08

\$375,425.69

Total Amount

Please note, after 01/16/2018 this amount may not be sufficient to bring your loan current as additional fees, charges, or attorney fees/costs may have been incurred but not yet Invoiced or processed as of the Statement Date, or may have been incurred after the Statement Date. Please contact us at the number above to obtain the current amount due.

Mortgage Statement Statement Date: 01/16/18

#### **Bankruptcy Notice**

Our records reflect that you are presently a debtor in an active bankruptcy case or you previously received a discharge in bankruptcy. This statement is being sent to you for informational purposes only. It should not be construed as an attempt to collect a debt against you personally. However, we retain our rights under the security instrument, including the right to foreclose our lien. If you want to stop receiving statements, write to us.

Account Information	1 1
Outstanding Principal Balance †‡	\$432,000.00
Interest Rate	7.5%
Prepayment Penalty	N
Unapplied Funds	\$2,057.65

Explanation of Payment Amount	
Principal	\$809.88
Interest	\$2,670.28
Escrow (Taxes and Insurance)	\$525.60
Regular Monthly Payment	\$4,005.76
Total Fees & Charges*	\$9,908.18
Unpaid Past Payments**	\$361,511.75
Reinstatement Amount	\$375,425.69
(as of 01/16/2018)	·
Accelerated Amount	\$791,730.37
(as of 01/16/2018)	·

‡Payments will be applied in order that they become due (oldest first) unless bankruptcy or other court ordered payment plan is in place.
\*Total Fees and Charges are comprised of Recoverable Corporate Advances, Late Fees, NSF Fees and other fees assessed that remain unpaid.

\*\*Unpaid Past Payment Amount is the sum of the unpaid balances for Principal and Interest, Escrow and Fees & Charges

<sup>\*\*\*</sup>The Total Amount shown may not include recoverable fees not yet charged to the account, and may not include unapplied funds/totals not yet applied to the account.

Past Payments Breakdown		
	Paid Last Bill	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (for Taxes & Insurance)	\$0.00	\$0.00
Fees & Charges	\$0.00	\$0.00
Partial Payment (Unapplied)‡‡	\$0.00	\$2,057.65
Total	\$0.00	\$2,057.65

#### Important Messages

#### \*Account History\*

The mortgage payments are late failure to bring the loan current may result in fees being assessed to the loan. The mortgage is 3394 days

Recent Account History:

Payment due: 08/01/17; Unpaid balance of \$4,005.76 Payment due: 09/01/17: Unpaid balance of \$4,005.76 Payment due: 10/01/17: Unpaid balance of \$4,005.76 Payment due: 11/01/17: Unpaid balance of \$4,005.76
Payment due: 11/01/17: Unpaid balance of \$4,005.76
Payment due: 12/01/17: Unpaid balance of \$4,005.76
Payment due: 01/01/18: Unpaid balance of \$4,005.76
Current payment due 10/01/08: \$4,005.76 Total: \$375,425.69 due.

If you are experiencing Financial Difficulty: See Back for information about mortgage counseling or assistance.

Please be advised, we have made the first notice or filing required by applicable law to start the judicial or non-judicial foreclosure process

## Partial Payments: Any partial payment that is received is not applied to the mortgage payment, but instead is held in a separate suspense account; when the balance of a partial payment is received the funds will then be applied to your mortgage.

†This is the Principal Balance only, not the amount required to pay the loan in full. Please contact Customer Service for an exact payoff balance. In the event the loan is in default or foreclosure, you must contact 1.877.251.0990 for payoff information.

Your Point of Contact is DAVID WHITE and can be reached on 855-848-4345.

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

Please include the loan number on your check. If we cannot clearly associate the check with a single loan, it may delay or prohibit us from crediting your account.

Borrower MELODY THACKER Loan Number

Total Amount \$375,425,69

If you are currently a party in a bankruptcy case and you choose to make a voluntary payment, detach and return bottom remilitance portion with your payment. Make checks payable to Bayview Loan Servicing.

BAYVIEW LOAN SERVICING, LLC. PO BOX 650091 DALLAS, TX 75265-0091

Haadakilaalida Haadalida dhaadhaa allkilaa allidab

Check here if your address/telephone number has changed and fill out form on reverse side.

Please indicate additional funds. Excess funds received by BLS without explicit instructions will be instructions, will be posted based on BLS internal payment hierarchy, which is driven by your loan documents and/or applicable law.

Payment Due 10/01/08

Additional Principal	\$ •
Additional Escrow	\$ •
Other	\$ ,
Total Amount Sent (Please do not send cash)	\$ •

Make check payable to Bayview Loan Servicing.

Servicing Code: MSP Please do not write below this line.

SXJ6288871R-060



Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com Mortgage Statement Statement Date: 01/16/18

Account Number

10393

Payment Date

10/01/08

**Total Amount** 

\$375,425.69

Please note, after 01/16/2018 this amount may not be sufficient to bring your loan current as additional fees, charges, or attorney fees/costs may have been incurred but not yet invoiced or processed as of the Statement Date, or may have been incurred after the Statement Date. Please contact us at the number above to obtain the current amount due.

#### Important Messages

The 2017 year end forms will be mailed by January 31, 2018. If you have not received the year end form by February 9, 2018, then please log onto www.bayviewloanservicing.com to obtain a copy.

This loan is an interest only loan, please note monthly payments may not reduce the principal balance.

Our records indicate the HAMP (Alternative Mortgage Program) modification status is Trial period active.



Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091

1.877.251.0990

Account Number Payment Date **Total Amount** 

Mortgage Statement Statement Date: 08/09/17

0393

09/01/08

\$355,490.85

Melody Thacker David Thacker C/O Barraza Omar Omar 14245 Ambaum Blvd SW # F Burien, WA 98166-1421

#### **Bankruptcy Notice**

Our records reflect that you are presently a debtor in an active bankruptcy case or you previously received a discharge in bankruptcy. This statement is being sent to you for informational purposes only. It should not be construed as an attempt to collect a debt against you personally. If you want to stop receiving statements, write to us.

Account Information	
Outstanding Principal Balance †‡	\$432,000.00
Deferred Amount	\$0.00
Interest Rate	7.5%
Prepayment Penalty	N
Unapplied Funds	\$0.00

Explanation of Payment Amount		
Principal	\$785.04	
Interest	\$2,695.12	
Escrow (Taxes and Insurance)	\$525.60	
Regular Monthly Payment	\$4,005.76	
Total Fees & Charges*	\$6,858.18	
Unpaid Past Payments**	\$344,626.91	
Total Amount***	\$355,490.85	

<sup>‡</sup>Payments will be applied in order that they become due (oldest first) unless bankruptcy or other court ordered payment plan is in place.
\*Fees and Charges are comprised of Recoverable Corporate Advances, Late Fee and NSF Fees assessed since the last billing cycle.
\*\*Past Due Amount is the sum of the due balances for Principal and Interest, Escrow and Fees & Charges.

<sup>\*\*\*</sup>Total amount due may not include recoverable fees not yet charged to the account, and may not include unapplied funds/totals not yet applied to the account.

Transac	tion Activity (07/17/17 to 08/09/17)			
Date	Description		DEBITS	CREDITS
08/01	Property Inspection		11.00	

Past Payments Breakdown		
	Paid	Paid
	Last Bill	Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (for Taxes & Insurance)	\$0.00	\$0.00
Fees & Charges	\$0.00	\$0.00
Partial Payment (Unapplied)‡‡	\$0.00	\$0.00
Total	\$0.00	\$0.00

#### Important Messages

## Partial Payments: Any partial payment that you make is not applied to your mortgage payment, but instead is held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

†This is your Principal Balance only, not the amount required to pay your loan in full. Please contact Customer Service for your exact payoff balance. In the event you are in default or foreclosure, you must contact 1.877.251.0990 for payoff information.

# \*Delinquency Notice\*\*

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 08/09/17 you are 3264 days delinquent on your

Recent Account History:
Payment due: 03/01/17: Unpaid balance of \$3,218.25
Payment due: 04/01/17: Unpaid balance of \$3,218.25 Payment due: 05/01/17: Unpaid balance of \$3,218.25 Payment due: 06/01/17: Unpaid balance of \$3,218.25 Payment due: 07/01/17: Unpaid balance of \$3,218.25 Payment due: 08/01/17: Unpaid balance of \$4,005.76 Current payment due 09/01/08: \$4,005.76 Total: \$355,490.85 due.

If you are experiencing Financial Difficulty: See Back for information about mortgage counseling or assistance

Please be advised, we have made the first notice or filing required by applicable law to start the judicial or non-judicial foreclosure process.

Your Point of Contact is DAVID WHITE and can be reached on 855-848-4345.

Your loan is an interest only loan, please note monthly payments may not reduce the principal balance.

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

Please do not write below this line.

Please include the loan number on your check. If we cannot clearly associate the check with a single loan, it may delay or prohibit us from crediting your account

Borrower MELODY THACKER Loan Number Plan Amount Due \$355,490,85

If you are currently a party in a bankruptcy case and you choose to make a voluntary payment, detach and return bottom remittance portion with your payment. Make checks payable to Bayview Loan Servicing.

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

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Check here if your address/telephone number has changed and fill out form on reverse side.

Servicing Code: MSP

Please Indicate additional funds. Excess funds received by BLS without on application instructions, will be posted based on BLS internal payment hierarchy, which is driven by your loan documents and/or hv BLS without explic

Due By: 9/1/17

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Additional Principal	\$ *
Additional Escrow	\$ •
Other	\$ ٠
Total Amount Sent (Please do not send cash)	\$ •

# 

98352656718-000



Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com Mortgage Statement Statement Date: 08/09/17

Account Number
Payment Date
Total Amount

0393 09/01/08 **\$355,490.85** 

# Important Messages

Servicemembers Civil Relief Act The Service members Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If either you have been called to active duty, or you are the spouse, registered domestic partner, partner in a civil union, or financial dependent of a person who has been called to active duty, and you haven't yet made us aware of your status, please contact our Customer Relations Department toll-free at (855) 813-7143, Monday – Friday 8am – 5pm ET. As your loan servicer, we are here to help you understand your options.

RECEIVED

AUG 1 5 2017

Barraza Law, PLLC 14245-F Ambaum Blvd SW Rurien, WA. 98166-1421 www.barrazalaw.com SCANNED

5XJ5285671F COC Mortgage Statement

Statement Date: 07/16/17



Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com



Melody Thacker 24 2017 David Thacker C/O Barraza Omar Omar 14245 Ambaum Blvd SW # F

JUL 2 4 2017

1.877.251.0990

0393 Account Number 09/01/08 Payment Date **Total Amount** \$351,474.09

#### **Bankruptcy Notice**

Our records reflect that you are presently a debtor in an active bankruptcy case or you previously received a discharge in bankruptcy. This statement is being sent to you for informational purposes only. It should not be construed as an attempt to collect a debt against you personally. If you want to stop receiving statements, write to us.

Account Information	
Outstanding Principal Balance †‡	\$432,000.00
Deferred Amount	\$0.00
Interest Rate	7.5%
Prepayment Penalty	N
Unapplied Funds	\$0.00

<b>Explanation of Payment Amount</b>	
Principal	\$780.16
Interest	\$2,700.00
Escrow (Taxes and Insurance)	\$525.60
Regular Monthly Payment	\$4,005.76
Total Fees & Charges*	\$6,847.18
Unpaid Past Payments**	\$340,621.15
Total Amount***	\$351,474.09

‡Payments will be applied in order that they become due (oldest first) unless bankruptcy or other court ordered payment plan is in place. Fees and Charges are comprised of Recoverable Corporate Advances, Late Fee and NSF Fees assessed since the last billing cycle.
\*\*Past Due Amount is the sum of the due balances for Principal and Interest, Escrow and Fees & Charges.

\*\*\*Total amount due may not include recoverable fees not yet charged to the account, and may not include unapplied funds/totals not yet applied to the account.

# Transaction Activity (06/17/17 to 07/16/17)

CREDITS

	Paid Last Bill	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (for Taxes & Insurance)	\$0.00	\$0.00
Fees & Charges	\$0.00	\$0.00
Partial Payment (Unapplied)##	\$0.00	\$0.00
Total	\$0.00	\$0.00

#### Important Messages

## Partial Payments: Any partial payment that you make is not applied to your mortgage payment, but instead is held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

†This is your Principal Balance only, not the amount required to pay your loan in full. Please contact Customer Service for your exact payoff balance. In the event you are in default or foreclosure, you must contact 1.877.251.0990 for payoff information.

#### \*Delinquency Notice\*

You are late on your mortgage payments. Failure to bring you loan current may result in fees and foreclosure -- the loss of your home. As of 07/16/17 you are 3240 days delinquent on your

Recent Account History:

Payment due: 02/01/17: Unpaid balance of \$3,218.25 Payment due: 03/01/17: Unpaid balance of \$3,218.25 Payment due: 04/01/17: Unpaid balance of \$3,218.25 Payment due: 05/01/17: Unpaid balance of \$3,218.25 Payment due: 06/01/17: Unpaid balance of \$3,218.25 Payment due: 07/01/17: Unpaid balance of \$3,218.25 Current payment due 09/01/08: \$4,005.76 Total: \$351,474.09 due.

If you are experiencing Financial Difficulty: See Back for information about mortgage counseling or assistance.

Please be advised, we have made the first notice or filing required by applicable law to start the judicial or non-judicial foreclosure process.

Your Point of Contact is DAVID WHITE and can be reached on 855-848-4345.

Your loan is an interest only loan, please note monthly payments may not reduce the principal balance.

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

Please include the loan number on your check. If we cannot clearly associate the check with a single loan, it may delay or prohibit us from crediting your account.

Borrower MELODY THACKER Loan Number Total Amount \$351,474.09

If you are currently a party in a bankruptcy case and you choose to make a voluntary payment, detach and return bottom remittance portion with your payment. Make checks payable to Bayview Loan Servicing.

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BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

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Check here if your address/telephone number has changed and fill out form on reverse side.		
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lease do not write below this line.	Servicing Code: MSP	

ase indicate ditional funds. cess funds received	Additional Principal	\$ •
BLS without explicit olication tructions, will be	Additional Escrow	\$
sted based on BLS ernal payment rarchy, which is	Other	\$ •
ven by your toan cuments and/or plicable law.	Total Amount Sent (Please do not send cash)	\$

Make check payable to Bayview Loan Servicing.

Please indicate additional fund: Excess funds in by BLS without application instructions, will posted based conternal paymenhierarchy, which driven by your documents and applicable law.

Payment Due 09/01/08

# Case 3:18-cv-05562-RJB Document 1-1 Filed 07/16/18 Page 51 of 56

SXJ\$286671R-00C



Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com Mortgage Statement Statement Date: 07/16/17

Account Number 0393
Payment Date 09/01/08
Total Amount \$351,474.09

# Important Messages

Servicemembers Civil Relief Act The Service members Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If either you have been called to active duty, or you are the spouse, registered domestic partner, partner in a civil union, or financial dependent of a person who has been called to active duty, and you haven't yet made us aware of your status, please contact our Customer Relations Department toll-free at (855) 813-7143, Monday – Friday 8am – 5pm ET. As your loan servicer, we are here to help you understand your options.

1.877.251.0990



Mortgage Statement

SXJ6266671R-00C T

Statement Date: 04/16/17



Bayview Loan Servicing, LLC PO Box 650091 Dallas, TX 75265-0091

www.bayviewloanservicing.com
PLL

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BARRATALAWI. WB 2 2 2017

Melody Thacker David Thacker C/O Barraza Omar Omar 14245 Ambaum Blvd SW # F Burien, WA 98166-1421

:0393 Account Number 09/01/08 Payment Date \$340,998.83 Total Amount

#### **Bankruptcy Notice**

Our records reflect that you are presently a debtor in an active bankruptcy case or you previously received a discharge in bankruptcy. This statement is being sent to you for informational purposes only. It should not be construed as an attempt to collect a debt against you personally. However, we retain our rights under the security instrument, including the right to foreclose our lien.

Account Information	
Outstanding Principal Balance	\$432,000.00
Deferred Amount	\$0.00
Interest Rate	7.5%
Prepayment Penalty	N
Unapplied Funds	\$0.00

<b>Explanation of Payment Amount</b>	
Principal	\$0.00
Interest	\$2,700.00
Escrow (Taxes and Insurance)	\$518.25
Regular Monthly Payment	\$3,218.25
Total Fees & Charges	\$6,814.18
Unpaid Past Payments	\$330,966.40
Total Amount*	\$340,998.83

Payments will be applied in order that they become due (oldest first) unless bankruptcy or other court ordered payment plan is in place. \*Total amount due may not include recoverable fees not yet charged to the account, and may not include unapplied funds/totals not yet applied to the account.

Transac	tion Activity (03/17/17 to 04/16/17)			
Date	Description		DEBITS	CREDITS
03/22	Late Charge			4725.00
03/31	County Tax Disbursements		2491.72	
*Additional Ti	ransaction Activity may be found on Page 3			

Past Payments Breakdown			
	Paid Last Bill	Paid Year to Date	
Principal	\$0.00	\$0.00	
Interest	\$0.00	\$0.00	
Escrow (for Taxes & Insurance)	\$0.00	\$0.00	
Fees & Charges	\$0.00	\$0.00	
Partial Payment (Unapplied)**	\$0.00	\$0.00	
Total	\$0.00	\$0.00	

#### Important Messages

\*\*Partial Payments: Any partial payment that you make is not applied to your mortgage payment, but instead is held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

\*Th.s is your Principal Balance only, not the amount required to pay your loan in full. Please contact Customer Service for your exact payoff balance. In the event you are in default or foreclosure, you must contact 1.877.251.0990 for payoff information.

#### \*Delinquency Notice\*\*

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 04/16/17 you are 3149 days delinquent on your

Payment Due 09/01/08

Recent Account History:
Payment due: 11/01/16: Unpaid balance of \$3,264.45
Payment due: 12/01/16: Unpaid balance of \$3,218.25 Payment due: 01/01/17: Unpaid balance of \$3,218.25 Payment due: 02/01/17: Unpaid balance of \$3,218.25 Payment due: 03/01/17: Unpaid balance of \$3,218.25 Payment due: 04/01/17: Unpaid balance of \$3,218.25 Current payment due 09/01/08: \$3,218.25 Total: \$340,998.83 due.

If you are experiencing Financial Difficulty: See Back for information about mortgage counseling or assistance.

Please be advised, we have made the first notice or filing required by applicable law to start the judicial or non-judicial foreclosure

Your Point of Contact is DAVID WHITE and can be reached on 855-848-4345.

Your loan is an interest only loan, please note monthly payments may not reduce the principal balance.

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

Please include the loan number on your check. If we cannot clearly associate the check with a single loan, it may delay or prohibit us from crediting your account

Borrower MELODY THACKER Loan Number Total Amount \$340,998,83

If you are currently a party in a bankruptcy case and you choose to make a voluntary payment, detach and return bottom remittance portion with your payment. Make checks payable to Bayview Loan Servicing.

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BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

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Check here if your address/telept	hone number has changed and fill out form on reverse side
Please do not write below this line.	Servicing Code; MSP

Please indicate additional funds. Excess funds received	Additional Principal	\$ •
by BLS without explicit application instructions, will be	Additional Escrow	\$ •
posted based on BLS internal payment hierarchy, which is	Other	\$ •
driven by your loan documents and/or applicable law.	Total Amount Sent (Please do not send cash)	\$ •

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XJ5266871R-00C



Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com Mortgage Statement

Statement Date: 04/16/17

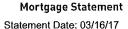
 Account Number
 0393

 Payment Date
 09/01/08

 Total Amount
 \$340,998.83

Transac	tion Activity (03/17/17 to 04/16/17)	and the state of t	
Date	Description	 DEBITS	CREDITS
03/31	Escrow Advance Deposit		2491.72
04/05	Property Inspection	11.00	

SXJ6286671R-000







Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com

1.877.251.0990

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Melody Thacker David Thacker C/O Barraza Omar Omar 14245 Ambaum Blvd SW # F # Burien, WA 98166-1421 BARRAZA LAW, PLLC

 Account Number
 0393

 Payment Date
 09/01/08

 Total Amount
 \$342,494.58

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# Bankruptcy Notice

Our records reflect that you are presently a debtor in an active bankruptcy case or you previously received a discharge in bankruptcy. This statement is being sent to you for informational purposes only. It should not be construed as an attempt to collect a debt against you personally. However, we retain our rights under the security instrument, including the right to foreclose our lien.

Account Information	
Outstanding Principal Balance	\$432,000.00
Deferred Amount	\$0.00
Interest Rate	7.5%
Prepayment Penalty	N
Unapplied Funds	\$0.00

Explanation of Payment Amount		
Principal	\$0.00	
Interest	\$2,700.00	
Escrow (Taxes and Insurance)	\$518.25	
Regular Monthly Payment	\$3,218.25	
Total Fees & Charges	\$11,528.18	
Unpaid Past Payments	\$327,748.15	
Total Amount*	\$342,494.58	

Payments will be applied in order that they become due (oldest first) unless bankruptcy or other court ordered payment plan is in place. \*Total amount due may not include recoverable fees not yet charged to the account, and may not include unapplied funds/totals not yet applied to the account.

Transact	tion Activity (02/17/17 to 03/16/17)		
Date	Description	DEBITS	CREDITS
03/08	Property Inspection	11.00	

Past Payments Breakdown		
	Paid Last Bill	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (for Taxes & Insurance)	\$0.00	\$0.00
Fees & Charges	\$0.00	\$0.00
Partial Payment (Unapplied)**	\$0.00	\$0.00
Total	\$0.00	\$0.00

# Important Messages

\*\*Partial Payments: Any partial payment that you make is not applied to your mortgage payment, but instead is held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

\*This is your Principal Balance only, not the amount required to pay your loan in full. Please contact Customer Service for your exact payoff balance. In the event you are in default or foreclosure, you must contact 1.877.251.0990 for payoff information.

#### \*\*Delinquency Notice\*

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 03/16/17 you are 3118 days delinquent on your mortgage.

Recent Account History:

Payment Due 09/01/08

Payment due: 10/01/16: Unpaid balance of \$3,201.82
Payment due: 11/01/16: Unpaid balance of \$3,264.45
Payment due: 12/01/16: Unpaid balance of \$3,218.25
Payment due: 01/01/17: Unpaid balance of \$3,218.25
Payment due: 02/01/17: Unpaid balance of \$3,218.25
Payment due: 03/01/17: Unpaid balance of \$3,218.25
Payment due: 03/01/17: Unpaid balance of \$3,218.25
Current payment due 09/01/08: \$3,218.25
Total: \$342,494.58 due.

If you are experiencing Financial Difficulty: See Back for information about mortgage counseling or assistance.

Please be advised, we have made the first notice or filing required by applicable law to start the judicial or non-judicial foreclosure

Your Point of Contact is DAVID WHITE and can be reached on 855-848-4345.

Your loan is an interest only loan, please note monthly payments may not reduce the principal balance.

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091 Please include the loan number on your check, If we cannot clearly associate the check with a single loan, it may delay or prohibit us from crediting your account.

Borrower MELODY THACKER Loan Number Total Amount \$342,494.58

If you are currently a party in a bankruptcy case and you choose to make a voluntary payment, detach and return bottom remittance portion with your payment. Make checks payable to Bayview Loan Servicing.

Please do not write below this line. Servicing Code: MSP

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

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Check here if your address/telephone number has changed and fill out form on reverse side.

	_	
Please indicate additional funds. Excess funds received	Additional Principal	\$ •
by BLS without explicit application nstructions, will be	Additional Escrow	\$
oosted based on BLS nternal payment nterarchy, which is	Other	\$ •
kiven by your loan documents and/or applicable law.	Total Amount Sent (Please do not send cash)	\$

10393

\$339,265.33



Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091 www.bayviewloanservicing.com

Mortgage Statement Statement Date: 02/16/17



1.877.251.0990

Melody Thacker David Thacker C/O Barraza Omar Omar 14245 Ambaum Blvd SW#F

Burien, WA 98166-1421

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RECEIVED BARRAZA LAW, PL Account Number FEB 25 2017 Payment Date 09/01/08

Total Amount

**Bankruptcy Notice** 

Our records reflect that you are presently a debtor in an active bankruptcy case or you previously received a discharge in bankruptcy. This statement is being sent to you for informational purposes only. It should not be construed as an attempt to collect a debt against you personally. However, we retain our rights under the security instrument, including the right to foreclose our lien,

Account Information	
Outstanding Principal Balance	\$432,000.00
Deferred Amount	\$0.00
Interest Rate	7.5%
Prepayment Penalty	N
Unapplied Funds	\$0.00

Explanation of Payment Amoun	t
Principal	\$0,00
Interest	\$2,700,00
Escrow (Taxes and Insurance)	\$518.25
Regular Monthly Payment	\$3,218.25
Total Fees & Charges	\$11,517.18
Unpaid Past Payments	\$324,529,90
Total Amount*	\$339,265.33

Payments will be applied in order that they become due (oldest first) unless bankruptcy or other court ordered payment plan is in place. \*Total amount due may not include recoverable fees not yet charged to the account, and may not include unapplied funds/totals not yet applied to the account

Transaction	n Activity (01/17/17 to 02/16/17)			
Date	Description		DEBITS	CREDITS
02/02	Property Inspection		11.00	

Past Payments Breakdown		
	Paid Last Bill	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (for Taxes & Insurance)	\$0.00	\$0.00
Fees & Charges	\$0.00	\$0.00
Partial Payment (Unapplied)**	\$0.00	\$0.00
Total	\$0.00	\$0.00

#### Important Messages

\*\*Partial Payments: Any partial payment that you make is not applied to your mortgage payment, but instead is held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

\*This is your Principal Balance only, not the amount required to pay your loan in full. Please contact Customer Service for your exact payoff balance. In the event you are in default or foreclosure, you must contact 1.877.251.0990 for payoff information.

#### \*Delinquency Notice\*

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 02/16/17 you are 3090 days delinquent on your mortgage.

Recent Account History.

Payment due: 09/01/16: Unpaid balance of \$3,201.82 Payment due: 10/01/16: Unpaid balance of \$3,201.82
Payment due: 11/01/16: Unpaid balance of \$3,264.45
Payment due: 12/01/16: Unpaid balance of \$3,218.25
Payment due: 01/01/17: Unpaid balance of \$3,218.25 Payment due: 02/01/17: Unpaid balance of \$3,218.25 Current payment due 09/01/08: \$3,218.25 Total: \$339,265.33 due.

If you are experiencing Financial Difficulty: See Back for information about mortgage counseling or assistance.

Please be advised, we have made the first notice or filing required by applicable law to start the judicial or non-judicial foreclosure

Your Point of Contact is DAVID WHITE and can be reached on 855-848-4345.

Your loan is an interest only loan, please note monthly payments may not reduce the principal balance

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

Please do not write below this line.

Please include the loan number on your check. If we cannot clearly associate the check with a single loan, it may delay or prohibit us from crediting your account

Borrower MELODY THACKER Loan Number Total Amount \$339,265.33

If you are currently a party in a bankruptcy case and you choose to make a voluntary payment, detach and return bottom remittance portion with your payment. Make checks payable to Bayview Loan Servicing.

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BAYVIEW LOAN SERVICING, LLC DALLAS, TX 75265-0091

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Check here if your address/telephone number has changed and fill out form on reverse side Servicing Code; MSP

lease indicate dditional funds, xcess funds received	Additional Principal	\$
y BLS without explicit pplication structions, will be	Additional Escrow	\$
osted based on BLS iternal payment lerarchy, which is	Other	\$
riven by your loan ocuments and/or pplicable law.	Total Amount Sent (Please do not send cash)	\$

Payment Due 09/01/08

Mortgage Statement

Statement Date: 01/16/17



Bayview Loan Servicing, LLC P.O. Box 650091 Dallas, TX 75265-0091

Dallas, TX 75265-0091
www.bayviewloanservicing.comED
RECCELAW, PLLC
BARRAZA LAW, PLLC
11NN 2 4 2017

1.877.251.0990

Account Number 0393
Payment Date 09/01/08
Total Amount \$336,036.08

Melody Thacker David Thacker C/O Barraza Omar Omar 14245 Ambaum Blvd SW# F

#### **Bankruptcy Notice**

Our records reflect that you are presently a debtor in an active bankruptcy case or you previously received a discharge in bankruptcy. This statement is being sent to you for informational purposes only. It should not be construed as an attempt to collect a debt against you personally. However, we retain our rights under the security instrument, including the right to foreclose our lien.

Account Information	
Outstanding Principal Balance	\$432,000.00
Deferred Amount	\$0.00
Interest Rate	7.5%
Prepayment Penalty	N
Unapplied Funds	\$0.00

Explanation of Payment Amoun	t
Principal	\$0.00
Interest	\$2,700.00
Escrow (Taxes and Insurance)	\$518.25
Regular Monthly Payment	\$3,218.25
Total Fees & Charges	\$11,506.18
Unpaid Past Payments	\$321,311.65
Total Amount*	\$336,036.08

Payments will be applied in order that they become due (oldest first) unless bankruptcy or other court ordered payment plan is in place. \*Total amount due may not include recoverable fees not yet charged to the account, and may not include unapplied funds/totals not yet applied to the account.

Transaction	Activity (12/17/16 to 01/16/17)		- 25
Date	Description	DEBITS	CREDITS
01/05	Property Inspection	11,00	

Past Payments Breakdown		**************************************
	Paid Last Bill	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (for Taxes & Insurance)	\$0.00	\$0.00
Fees & Charges	\$0.00	\$0,00
Partial Payment (Unapplied)**	\$0.00	\$0.00
Total	\$0.00	\$0.00

#### Important Messages

\*\*Partial Payments: Any partial payment that you make is not applied to your mortgage payment, but instead is held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

\*This is your Principal Balance only, not the amount required to pay your loan in full. Please contact Customer Service for your exact payoff balance. In the event you are in default or foreclosure, you must contact 1.877.251.0990 for payoff information.

#### \*\*Delinquency Notice\*

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure—the loss of your home. As of 01/16/17 you are 3059 days delinquent on your mortgage.

Recent Account History:

Payment Due 09/01/08

Payment due: 08/01/16: Unpaid balance of \$3,201.82
Payment due: 09/01/16: Unpaid balance of \$3,201.82
Payment due: 10/01/16: Unpaid balance of \$3,201.82
Payment due: 11/01/16: Unpaid balance of \$3,264.45
Payment due: 11/01/16: Unpaid balance of \$3,218.25
Payment due: 12/01/16: Unpaid balance of \$3,218.25
Current payment due 09/01/08: \$3,218.25
Total: \$336,036.08 due.

If you are experiencing Financial Difficulty: See Back for information about mortgage counseling or assistance.

Please be advised, we have made the first notice or filing required by applicable law to start the judicial or non-judicial foreclosure process.

Your Point of Contact is DAVID WHITE and can be reached on 855-848-4345.

Your loan is an interest only loan, please note monthly payments may not reduce the principal balance.

BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091 Please include the loan number on your check. If we cannot clearly associate the check with a single loan, it may delay or prohibit us from crediting your account.

Borrower MELODY THACKER Loan Number

Total Amount \$336,036.08

If you are currently a party in a bankruptcy case and you choose to make a voluntary payment, detach and return bottom remittance portion with your payment. Make checks payable to Bayview Loan Servicing.

Please do not write below this line. Servicing Code; MSP

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BAYVIEW LOAN SERVICING, LLC PO BOX 650091 DALLAS, TX 75265-0091

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Check here if your address/telephone number has changed and fill out form on reverse side

Please indicate additional funds. Excess funds received	Additional Principal	\$ •
by BLS without explicit application instructions, will be	Additional Escrow	\$ •
posted based on BLS internal payment hierarchy, which is	Other	\$
driven by your loan documents and/or applicable law.	Total Amount Sent (Please do not send cash)	\$ •